

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

vs.

OATRIDGE SECURITY GROUP, INC.,

Defendant.

No. 19-cv-01517

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

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2 2. "CONFIDENTIAL" MATERIAL

3 "Confidential" material shall include the following documents and tangible things
4 produced or otherwise exchanged:

5 (a) Protected Health Information ("PHI") as defined by the Federal Health Insurance
6 Portability and Accountability Act ("HIPAA"); medical information of third parties, such as
7 medical records, medical treatment, medical diagnoses, and drug recommendations or
8 prescription; medical billing information; and investigations and statements to the extent they
9 include the same, e.g., reasonable accommodation request forms, corresponding doctor's
10 notes, and/or related medical information regarding Defendant's employees;

11 (b) Portions of employee personnel files and records for all current and former
12 employees of Oatridge Security Group that contain personal and/or financial information,
13 including employee medical and health care records and other sensitive personnel
14 information;

15 (c) Non-public financial information such as tax records and profit and loss statements;

16 (d) Non-public marketing strategies and plans or non-public operational information;

17 (e) Non-public information related to internal business processes and methods; and

18 (f) Non-public information about business strategies and plans.

19 3. SCOPE

20 The protections conferred by this agreement cover not only confidential material (as
21 defined above), but also (1) any information copied or extracted from confidential material; (2)
22 all copies, excerpts, summaries, or compilations of confidential material; and (3) any
23 testimony, conversations, or presentations by parties or their counsel that might reveal
24 confidential material.

25 However, the protections conferred by this agreement do not cover information that is
26 in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party's counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation,

(c) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be

Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be clearly marked “confidential pursuant to protective order” and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) any mediator retained by the parties or appointed by the court and employees of such mediator who are assisting in the mediation.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. In the event the meet and confer process does not result in withdrawal of confidentiality designations, redactions or alternatives to filing under seal, the filing party and the designating party shall comply with all provisions of Local Civil Rule 5(g)(3).

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
3 unnecessarily encumber or delay the case development process or to impose unnecessary
4 expenses and burdens on other parties) expose the designating party to sanctions.

5 If it comes to a designating party's attention that information or items that it designated
6 for protection do not qualify for protection, the designating party must promptly notify all other
7 parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this
9 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
10 ordered, disclosure or discovery material that qualifies for protection under this agreement
11 must be clearly so designated before or when the material is disclosed or produced.

12 (a) Information in documentary form: (e.g., paper or electronic documents
13 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that
15 contains confidential material. If only a portion or portions of the material on a page qualifies
16 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by
17 making appropriate markings in the margins).

18 (b) Testimony given in deposition or in other pretrial proceedings: the parties
19 and any participating non-parties must identify on the record, during the deposition or other
20 pretrial proceeding, all protected testimony, without prejudice to their right to so designate
21 other testimony after reviewing the transcript. Any party or non-party may, within fifteen days
22 after receiving the transcript of the deposition or other pretrial proceeding, designate portions
23 of the transcript, or exhibits thereto, as confidential. If a party or non-party desire to protect
24 confidential information at trial, the issue should be addressed during the pre-trial conference.
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1 (c) Other tangible items: the producing party must affix in a prominent place
 2 on the exterior of the container or containers in which the information or item is stored the
 3 word "CONFIDENTIAL." If only a portion or portions of the information or item warrant
 4 protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 6 designate qualified information or items does not, standing alone, waive the designating
 7 party's right to secure protection under this agreement for such material. Upon timely
 8 correction of a designation, the receiving party must make reasonable efforts to ensure that
 9 the material is treated in accordance with the provisions of this agreement.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
 12 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality
 13 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 14 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 15 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 16 original designation is disclosed.

17 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 18 regarding confidential designations without court involvement. Any motion regarding
 19 confidential designations or for a protective order must include a certification, in the motion or
 20 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
 21 conference with other affected parties in an effort to resolve the dispute without court action.
 22 The certification must list the date, manner, and participants to the conference. A good faith
 23 effort to confer requires a face-to-face meeting or a telephone conference.

24 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 25 intervention, the designating party may file and serve a motion to retain confidentiality under
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Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that party must:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were

1 made of all the terms of this agreement, and (d) request that such person or persons execute
2 the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

3 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
4 MATERIAL

5 When a producing party gives notice to receiving parties that certain inadvertently
6 produced material is subject to a claim of privilege or other protection, the obligations of the
7 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
8 provision is not intended to modify whatever procedure may be established in an e-discovery
9 order or agreement that provides for production without prior privilege review. The parties
10 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

11 10. NON TERMINATION

12 The parties agree that there is a continuing obligation after the termination of the case
13 to ensure that documents or information marked "confidential" under the proposed order
14 remain subject to the proposed order. Nothing in this Protective Order shall be interpreted as
15 limiting or overriding the EEOC's obligations to maintain copies of files pursuant to the Federal
16 Records Act.

17 The confidentiality obligations imposed by this agreement shall remain in effect until a
18 designating party agrees otherwise in writing or a court orders otherwise.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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1 DATED: April 27, 2020

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3 GORDON THOMAS HONEYWELL LLP

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5 By: 

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PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED: May 4, 2020



Hon. Robert S. Lasnik
United States District Court Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty
 of perjury that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Western District of Washington on
 _____ [date] in the case of *EEOC v. Oatridge Security Group, Inc., No. 19-cv-01517*. I agree to comply with and to be bound by all the terms of this Stipulated Protective
 Order and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Western District of Washington for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____